its purpose to enable parties to know their legal rights without requiring, as the law has heretofore generally required, the commission or threat of a wrongful act as a condition precedent to judicial action. E. R. S.

ADMIRALTY RULE OF "CARE, CURE AND WAGES" AS APPLIED TO THE GREAT LAKES.—It has been the rule in admiralty law from ancient times that the vessel and her owners are liable in case a seaman falls sick or is wounded in the service of the ship, to the extent of his maintenance and cure and to his wages, but to no further compensation as damages unless the ship was unseaworthy or there was neglect in furnishing care and cure. LAWS OF WISBY, Article 18; RULES OF OLERON, Article VI; LAWS OF THE HANSE TOWNS, Article 39; MARINE ORDINANCES, LOUIS XIV, Bk. III. Title 4, Article 11; 2 Pet. Admiralty Decisions; *The Osceola,* 189 U. S. 158; *The Troop,* 118 Fed. 769.

Questions have arisen, however, as to the extent of the liability for maintenance and cure and as to how long after the injury the sailor is entitled to payment of wages. It is settled that "cure" does not mean complete restoration or healing, but refers rather to care and attention. In *Nevitt* v. *Clarke,* Olcott 316 (Fed. Cas. No. 10,138), it was held that the privilege of being cured continues no longer than the right to wages under the contract in the particular case. In *The Ben Flint,* 1 Abb. U. S. 126, the claim to be cured at the expense of the ship is held to be applicable to seamen employed on the lakes and navigable rivers within the United States. A point long in dispute has been the question of wages due the seaman after the injury. This now appears definitely decided as to the Great Lakes in cases where there enters no element of unseaworthiness, and where the seaman ships for a certain voyage. In *Great Lakes Steamship Company* v. *Geiger* (Circuit Court of Appeals, Sixth Circuit), decided November 5, 1919, reported in 261 Federal Reporter, at page 275, a seaman, after signing regular articles, shipped at a Lake Erie port for a round trip to the head of Lake Superior and return. During the voyage, while aiding in closing the hatches, libelant's finger was caught in the operating mechanism and so crushed that it had to be amputated. There was no question of unseaworthiness, the sole cause of the accident being the negligence of other members of the crew. Care and cure were furnished at the expense of the steamer and his wages were paid to the end of the voyage, that is, until the return of the steamer to Lake Erie. Libelant claimed wages and maintenance for the entire period he was disabled, about three months. The question on appeal was whether libelant was entitled to allowance for wages after the end of the voyage and whether interest should be allowed.

After deciding that the injury here was maritime and within the jurisdiction of admiralty, and reiterating the general rule of care, cure and wages, the court considered the earlier cases on the subject and seemed to qualify to some extent the rule of duration of care and cure set forth in *Nevitt* v. *Clarke, supra,* in cases where either it had been commenced and is in a course of favorable termination or the ship had not given due attention to the seaman's necessities, or the case had been improperly treated; at any

rate, the appellate court upheld the district court's award for maintenance for the period libelant was disabled, thirteen weeks at $10 per week, saying the award was proper and that libelant was entitled to interest thereon from the time its payment was due. As to wages, the court found that libelant's shipment contract did not extend beyond the termination of the voyage and limited his wages to the end of the voyage, saying they did not decide what the rule would be had the contract of employment extended beyond the end of the voyage.

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BRINGING THIRD PARTIES INTO ACTIONS AT LAW—SET-OFF AGAINST THE ASSIGNOR.—It frequently happens, in an action by an assignee, that the defendant wishes to use as a cross-action a claim against the assignor. This results in no difficulty unless the amount of the set-off against the assignor is greater than the claim of the plaintiff, or unless the cross-action calls for a specific remedy against the assigner in addition to its defensive effect upon the plaintiff's demand. In each of these cases we have a three-sided controversy. In the first, the set-off operates against the plaintiff to the extent of his claim and against the assignor for the balance. In the second, the cross-action operates against the plaintiff and his assignor in ways which may be quite variously different. If the assignor can be brought into the controversy, it can be wholly determined in a single action; otherwise two or more actions are necessary.

In *State ex rel. Alaska Pacific Navigation Co.* v. *Superior Court* (Wash., 1920), 194 Pac. 412, there was an example of the first of these two cases. The plaintiff was assignee of an account solely for collection and claimed no beneficial interest in it. The defendant had a cross-demand against the assignor arising out of the same contract which produced the account sued upon, and this cross-demand exceeded the amount of the plaintiff's claim. It was obvious that the defendant could not get a judgment for a balance in his favor against the plaintiff, but that this could be obtained, if at all, only against the assignor. Under a familiar statute providing that where a complete determination of the controversy cannot be had without the presence of other parties, the court shall cause them to be brought in, the defendant asked that the action be stayed until the assignor should be brought in. Refusal to make this order was affirmed on appeal, the court holding that this statute referred to necessary parties in the technical sense of that term, and in an action at law, where the defendant makes use of a legal counterclaim, no third party can be necessary.

The point of interest in this decision is not so much whether it is right on authority as whether it can be justified on broad principles of procedural policy. It brings up several interesting questions affecting the nature of actions and the relation of parties thereto, and illustrates the extreme antipathy with which professional conservatism meets proposals for even the most natural and simple changes in judicial administration.

1. We have here a three-sided legal controversy. The common law